EXHIBIT
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CONFORMED COPY
A.J.L.
P.D.G.

THE WORLD TRADE CENTER
CONTRACT WTC-113.00
SPRAY-ON FIREPROOFING
NORTH AND SOUTH TOWERS

August 4, 1970

Fourth Supplemental Agreement to Contract WTC-113.00

WHEREAS, Mario & DiBono Plastering Company, Inc., (hereinafter called the "Contractor") and The Port of New York Authority (hereinafter called the "Authority") have heretofore entered into a contract in writing designated Contract WTC-113.00 and entitled "The World Trade Center - Spray-On Fireproofing - North and South Towers" dated March 17, 1969, and executed by the Authority on March 24, 1969 (hereinafter called the "Contract"); and

WHEREAS, the Contractor and the Authority desire to amend said Contract in certain respects, NOW, THEREFORE, it is hereby agreed that Contract WTC-113.00 is hereby amended in the following respects:

1. On page 122, delete the title "SPRAYED ON FIBROUS ASBESTOS" after paragraph 13.01.a.

2. On page 122, delete subparagraph 13.01.a.1. in its entirety and substitute the following subparagraph in lieu thereof:

"1. The spray-on fireproofing shall be an asbestos free material, CAFCO BLAZE SHIELD Type D C/F as manufactured by the United States Mineral Products Co., or approved equal."

3. On page 123, delete the 8th thru 14th lines inclusive of paragraph 13.03.2 which reads:

"paragraph; provided, however, that excessively large areas of loose and friable material shall be brought to the attention of the Engineer and if in the opinion of the Engineer this condition is not representative of normal and acceptable friable and loose material, the Contractor may be ordered to remove same under the provisions of the clause of the Form of Contract entitled "Compensation for Extras"."

and insert the word "paragraph." in lieu thereof.

4. On page 123, of the Third Supplemental Agreement to Contract WTC-113.00, delete subparagraph 32.1.a. in its entirety and substitute the following subparagraph

"a. The spray-on fireproofing shall be an asbestos free material, CAFCO BLAZE SHIELD Type D C/F as manufactured by the United States Mineral Products Co., or approved equal."

5. The Contractor, by the signing of this Supplemental Agreement and in consideration for the payments to be made hereunder, has remised, released and forever discharged, and by these presents does for itself, its heirs, executors and administrators, successors and assigns, remise, release and forever discharge the Authority, its successors and assigns of and from all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, in admiralty, or in equity, which against the Authority, the Contractor, its successors and assigns, ever had, now have, or hereafter can, shall or may have, for upon, or by reason of any matter, cause or thing whatsoever against The Port of New York Authority arising out of, by reason of, under or in connection with the Contract or this Supplemental Agreement, relating to any loss or damage of any kind whatsoever arising out of or in connection with the removal of excessive rust from steel to be fireproofed under the Contract, including this Supplemental Agreement.

6. All spray-on fireproofing installed under the subject Contract utilizing CAFCO BLAZE SHIELD Type D Asbestos fibers and not coated with CAFCO MARK II overspray shall be completely sealed by the Contractor with a seal complying with the following:

1. Poly Vinyl Acetate Emulsion Co. - Polymer Dispersion.
2. Total solids 55%.
3. Emulsion Viscosity C.P.S. 900 - 1300
4. Ph. 4 - 5
5. Weight per gallon 9.0 lbs.
6. Specific Gravity 1.15.
7. Particle size less than 1.0 microns.
8. Mechanical stability good to 180 degrees Fahrenheit.
9. Equipment consists of small compressor, pressure pot, Binks spray gun for light paint coat.
10. Good resistance to solvents such as alcohol, carbon tetrachloride and trichloroethlyene.
11. Colored green.

7. The Contractor agrees to accept from the Authority, in full compensation for all of the above, the sum of $310,500.00, comprised of $102,000.00 for the Sale of Materials and $208,500.00 for the Work.

The Contractor shall not be entitled to and shall make no claim against the Authority for any Work or Sale referred to in this Supplemental Agreement or for any expense or cost of any kind, related or incidental, directly or indirectly, to such Work or Sale, whether or not said expense or cost is actually a part of said Work or Sale, other than the Contractor's right to the price or compensation specifically provided for in this Supplemental Agreement.

Except as specifically provided otherwise herein, the provisions of Contract WTC-113.00 in its original form shall remain unchanged and shall apply to this Supplemental Agreement as though the provisions of this Supplemental Agreement had been included in said Contract in its original form, and as though the Sale and Work required by this Supplemental Agreement had been included as Sale and Work under said Contract in its original form.

IN WITNESS WHEREOF, the parties have affixed their corporate or official seals and caused these presents to be signed by their duly authorized officers.

ATTEST:

/s/ Doris E. Landre
Secretary

THE PORT OF NEW YORK AUTHORITY

By /s/ Guy Tozzoli

ATTEST:

/s/ Joan Pacimeo

MARIO & DiBONO PLASTERING COMPANY, INC.

By /s/ Louis DiBono

Title President